



Shelby County Tennessee

Mark H. Luttrell, Jr. Mayor

Request for Proposal Shelby County Government Purchasing Department

160 N. Main, Suite 900
Memphis, TN 38103

Issued: April 14, 2016

Due: Tuesday May 3, 2016 no later than 2:00 P.M. (Central Standard Time)

RFP # 16-004-65 COMPUTER CONSULTANT SERVICES

Shelby County Government is soliciting written proposals, on a competitive basis from qualified providers to provide pricing for Computer Consulting Services to Shelby County Juvenile Court Clerk's Office. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. Go to "Purchasing Bids" under Online Services on the home page to locate the above-described RFP.

The proposal, as submitted, should include all rates and information related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of the Administrator of Purchasing **no later than 2:00 PM CST on Tuesday, May 3, 2016.**

Proposals should be addressed to:

**Tosha Davenport, Purchasing Specialist
Shelby County Government
160 North Main St., Rm. 900
Memphis, TN 38103**

The package containing the original copy (clearly identified as original) and five (5) copies of your proposal must be sealed and marked with the Proposers name and “**CONFIDENTIAL, “COMPUTER CONSULTANT SERVICES ” RFP #16-004-65”**” noted on the outside.

Sincerely,

Tosha Davenport, Purchasing Specialist
Purchasing Department Shelby County Government

Cc: Joy Touliatos, Juvenile Court Clerk’s Office

TABLE OF CONTENTS

- I. INTRODUCTION**
- II. MINIMUM PROPOSER REQUIREMENTS**
- III. CORRESPONDENCE**
- IV. PROPOSAL SUBMISSION DEADLINE**
- V. PROPOSAL TIMELINE**
- VI. PROPOSAL CONDITIONS**
- VII. GENERAL REQUIREMENTS AND INFORMATION**
- VIII. AWARD OF CONTRACT**
- IX. PURPOSE**
- X. CONTRACT REQUIREMENTS**
- XI. PROPOSAL SUBMISSION**
- XII. PROPOSAL EVALUATION AND SELECTION**

Note: Please make sure you pay close attention to Sections 1-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

I. INTRODUCTION

The Juvenile Court Clerk's Office is requesting proposals for software maintenance support and computer consultant services in the most cost-effective manner possible. Services requested may include project management, application systems development, information systems planning, computer hardware and software evaluation and acquisition, system conversions or migrations training and technical support.

II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

All Proposers must provide the following information for evaluation:

Personnel to be provided must meet the following minimal qualifications. This includes any secondary staff that may be provided to augment primary staff. Please provide the following information.

1. Proven experience in computer system design and programming using Microsoft Visual Studio.Net, COBOL and CICS programming batch and on-line systems for NOVELL and Microsoft networks.
2. Proven experience with:
 - a. NOVELL Networks (State versions)
 - b. Microsoft Server (State versions)
 - c. SQL Server (State versions)
 - d. MS Windows XP to MS Windows 10
 - e. Microsoft Access(State versions)
 - f. Microsoft Office (State versions)
 - g. OnBase Database (State versions)
 - h. Document Management (Describe specific applications and versions)
 - i. Crystal Reports (State versions)
3. Proven experience with Multicam Security Systems for monitoring and securing video streams for the Clerk's Office. (Describe level of experience)
4. Proven ability to coordinate with an IT department regarding email and IT infrastructure related systems. (Describe level of experience)
5. Proven experience with State of Tennessee Child Support systems including TCSES, Accent, and Model Clerk. Interface systems with automated payment verification for clients, troubleshooting with the State of Tennessee and O.I.R., methodological approach to overcome any such learning deficiencies. Analyze and report TCSES data for researching fund location and disbursement. (Describe level of experience)
6. Proven experience with annual budget preparation and submission to ensure department needs are correctly forecasted, while maintaining a minimum expense. (Describe level of experience)

7. Knowledge of TCPIP, DHCP, VPN, and NDS. (Describe level of experience) Preference will be given to the following experience:

8. Experience in working with the Shelby County Trustee's Department with timely banking operations. (Describe level of experience)

9. Preferred experience with City/County applications including, but not limited to (Describe level of experience):

- a. Juvenile Court Clerk
- b. Clear
- c. JCS
- d. JCS/SQL
- e. JMS

10. Preferred experience with court docketing. (Describe level of experience)

11. Preferred general knowledge of a Juvenile Court Clerk's policies and procedures and organizational structure or present the methodological approach to overcome any such learning deficiencies.

Submit an application to the Shelby County Equal Opportunity Compliance Office to obtain an EOC listing. This requirement must be updated as set forth by the Shelby County EOC Office.

Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to apply for a vendor number and an "Equal Opportunity Compliance" certification number prior to submitting your response.

To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

www.shelbycountyttn.gov

At the top of the Shelby County home page, click on the links "Department", "P" for the Purchasing Department and "Conducting Business with Shelby County". The "Vendor Registration" link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. (Applications for a vendor number are accepted online only.)

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links "Department", "E" for the Equal Opportunity Compliance and "Contract Compliance Program". The "Contract Compliance Packet" link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

If you have any questions regarding the applications, you may contact Purchasing at (901)222-2250 or the EOC Administration at (901)222-1100.

Note: Because of the length of time it takes to apply and receive an EOC number, vendors who apply prior to the RFP due date, bid will be accepted pending EOC approval of their application.

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Tosha Davenport, Purchasing Specialist
Shelby County Government
160 N. Main St. Suite 900
Memphis, TN 38103
(901) 222-2260**

Respondents requesting additional information or clarification are to contact Tosha Davenport in writing at Tosha.Davenport@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions.

IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Wednesday, April 27, 2016 by 12:00 p.m. (CST). These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County's website at www.shelbycountyttn.gov within 48 hours of the above cut-off date.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **TUESDAY MAY 3, 2016 @ 2:00 P.M (CST).** Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	Wednesday April 14, 2016
Last Day for Questions	Wednesday April 27, 2016
Proposal Due Date	Tuesday May 3, 2016
Notification of Award	June 2016

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

a. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

b. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

c. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

d. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

e. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

f. Proposal Validity Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

g. LOSB – (Locally Owned Small Business)

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

(i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.

(ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.

(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the Contractors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible Proposer meeting specifications. The preference shall be applied on a sliding scale in the following manner:

a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;

- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.
 - (x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.
 - (xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.
 - (xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.
 - (xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.
 - (xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

e. Living Wage

Shelby County Government Ordinance # 328 “Living Wages” is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (*please do not forget to download ALL the additional attachments*).

f. Non-discrimination and Title VI

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show

proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub-recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby County Government. Failure to provide shall constitute a material breach of contract.

g. Data Security

CONTRACTOR warrants to the COUNTY and State that it agrees to meet the spirit and intent of all compliance requirements relating to the content of data accessed. This includes but is not limited to Payment Card Industry (PCI) data, as defined by PCI Security Standard v3.1, Protected Health Information (PHI), as defined under the in Code of Federal Regulations, Title 45, Subtitle A, Subchapter C, Part 160, Subpart A, §160.103 (45 C.F.R. §160.103), and Personally Identifiable Information (PII), as defined in the National Institute of Standards and Technology Special Publication 800-122 sections 2.1 and 2.2, in electronic and/or paper format. CONTRACTOR will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance, including, but not limited to, Data Security - Vendor Acknowledgement agreement and Acceptable Use Policy, and to abide by SCG ITS security policies including, but not limited to, the SCG Network Security and Information Security policies.

CONTRACTOR shall apply all vendor-issued security updates for system hardware and software components maintained by the CONTRACTOR within 30 days of issuance.

Upon notification by the COUNTY, the CONTRACTOR shall assure that all vulnerabilities specific to the systems maintained and identified by the COUNTY Approved Scanning Vendor (ASV), using the common vulnerability scoring system (CVSS), as not meeting compliance requirements, including but not limited to PCI Data Security Standards (DSS) and Health Insurance Portability and Accountability Act (HIPAA), are patched, updated, or otherwise modified to assure they meet said compliance requirements.

The Contractor shall promptly report to Information Technology Security Officer any breaches of Shelby County Government data and will implement immediate, appropriate corrective actions to contain and prevent recurrence.

i) HIPAA

CONTRACTOR warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. CONTRACTOR warrants that it will cooperate with the COUNTY and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State

privacy officials and other compliance officers required by HIPAA and its regulations. CONTRACTOR will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA, including, but not limited to, business associate agreements.

ii) PCI-DSS

CONTRACTOR warrants to the COUNTY that it is familiar with the requirements established by the Payment Card Industry Security Standards Council for PCI Data Security Standards (PCI-DSS) and will comply with all applicable PCI-DSS requirements in the course of this Contract. CONTRACTOR agrees to indemnify and hold the COUNTY, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any breach of COUNTY or COUNTY customer credit card or identity information due to the CONTRACTOR's actions.

iii) Personally Identifiable Information (PII)

CONTRACTOR warrants to the COUNTY that it will protect any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

VII. GENERAL REQUIREMENTS AND INFORMATION

A. Background

The Juvenile Court Clerk's Computer Center is currently staffed with an Office Information System Clerk, assigned through the Court's Child Support Bureau, to act as liaison between the Tennessee Department of Human Services and Child Support for the purposes of monitoring data transfer files between agencies.

The Juvenile Court Clerk's Office is requesting proposals for computer consultant services in the most cost-effective manner possible. Services may include project management, application systems development, information systems planning, computer hardware and software evaluation and acquisition, system conversions or migrations training and technical support.

B. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified Contractor selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical. The Contractor must be prepared to begin the Services within 30 days following receipt of the Notice to Proceed.

C. Project Time Frame

The term of the Contract for the Services shall be a period of July 1, 2016 thru June 30, 2017 with the option to renew for two (2) additional one (1) year periods.

D. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

E. Selection Criteria

Each response will be evaluated on the criteria outlined in Section VII of this document. Each respondent should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-222-1100 to obtain the necessary documents and to ask any questions that you may have regarding this information. The EOC application is available online at the following link: http://www.shelbycountyttn.gov/FirstPortal/dotShowDoc/Government/CountyServices/AdminandFinance/eoc_contract_comply_v2.pdf

During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.

F. Additional Information

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualifications criteria as deemed by the County and as determined by the selection committee and the County Mayor. Also, Proposers EOC rating will be a consideration in the evaluation and award of this RFP.

IX. PURPOSE

To select the best-qualified firm and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with computer consulting services, as instructed by the County.

PROPOSAL REQUEST IMPLICATIONS

- 1.2. This request does not in any way commit the County of Shelby and/or the Juvenile Court Clerk's Office to reimburse recipients of the Request for any of the costs involved in the preparation and submission of proposals. Costs for preparation of the proposal may not be charged as an expense of performing the contract.
- 1.3. Furthermore, this request does not obligate the County of Shelby or the Juvenile Court Clerk to accept, or contract for, any services expressed or implied.
- 1.4. The Juvenile Court Clerk reserves the right to:
 - 1.4.1. Modify or otherwise alter any or the entire Request for Proposal or lengthen the proposal deadline period. Modifications will be provided to all potential respondents, and if applicable, all respondents will be given an equal opportunity to modify their proposals in the specific areas that are impacted.
 - 1.4.2. Request any respondent submitting a proposal to clarify its proposal or to supply any additional material deemed necessary to assist in selection of a contractor.
 - 1.4.3. Select the most responsive proposal.
 - 1.4.4. Reject any or all proposals received.
 - 1.4.5. Cancel the Request for Proposals or negotiate with the respondent with the next best proposal if negotiations with the primary respondent are unsuccessful.
- 1.5. The Juvenile Court Clerk shall not be subject to payment for cost incurred as a result of valid and legal termination of this Request for Proposals nor termination of the contract resulting from the award of the Request for Proposals.
- 1.6. The contract resulting from this Request for Proposals is subject to availability of funding.
- 1.7. Respondents shall carefully review this solicitation, without delay, for defects and questionable or objectionable matter.
- 1.8. Respondents are encouraged to conduct an "on-site" visit to review the current operations prior to bid submittal. Contact Joy Touliatos at (901) 405-8664 for onsite visits.

2.0 SPECIFIC REQUIREMENTS

The respondent must have adequate staff, in the Memphis area to supply one full-time on-site person for approximately 1950 hours per year (Minus County sanctioned holidays) and have staff available for “on call” emergency 24 hours, 365 days. Staff must have remote capabilities and proven comparable experience with primary staff.

3.0 SCOPE OF WORK

3.1. Management Consulting

- 3.1.1.** Assist Shelby County Information Technology Services (ITS) in maintaining the Juvenile Court Clerk’s computer systems.
- 3.1.2.** Coordinate with ITS to support network infrastructure, email, phones, servers, software and hardware, etc. for the Juvenile Court Clerk’s daily operation.
- 3.1.3.** Provide knowledge transfer to ITS regarding all aspects of the Juvenile Court Clerk’s operations, and network and computer systems.
- 3.1.4.** Provide technical, management and operative support using Court and Court Clerk staff and State of Tennessee Information System staff.
- 3.1.5.** Evaluate the managerial, operational recommendations for corrective/remedial action.
- 3.1.6.** Provide technical assistance to in-house technician.

3.2. Technical Support

- 3.2.1.** Maintain, with the goal of eliminating NOVELL from the Juvenile Court Clerk’s system
- 3.2.2.** Assist ITS in the maintenance of the Microsoft Windows
- 3.2.3.** Assist in the integration into the State of Tennessee WAN.
- 3.2.4.** Document physical location, software and hardware of LAN, and the scheduled preventive maintenance and update verification.
- 3.2.5.** Streamline and standardize software and hardware for efficiency and cost effectiveness.

3.3. Planning

- 3.3.1.** Assist in the development of plans to transfer support of the Juvenile Court Clerk’s computer systems to ITS.

3.4. Hardware/Software Acquisition

- 3.4.1.** Assist in the evaluation and selection of computer resources such as computer systems, peripheral equipment and software packages.
- 3.4.2.** Assist in the evaluation of responses against predetermined evaluation criteria and guide the final acquisition process including installation and implementation.

3.5. System Design/Programming

- 3.5.1.** Assist in the usage of a structured methodology for the development and implementation of computerized application systems to include project feasibility, cost/benefit analysis, general and detail systems design, programming, testing and implementation.

3.5.2. Assist in integrating new applications into a structured system to eliminate multi-entry and duplication of data.

3.5.3. Include current users of Clerk system in design process.

3.6. Software Maintenance and Support

3.6.1. Provide upgrades, maintenance and support for the Juvenile Court Clerk system.

3.7. Training

3.7.1. Provide training for end users on various select and custom developed programs as needed.

3.7.2. Provide training for ITS staff on various select and custom developed programs as needed.

4.0 RESPONDENT REQUIREMENTS

4.1 The respondent and subcontractors must have current Shelby County business licenses in order to conduct business in the State. Evidence of a valid Shelby County business license for the selected respondent and its subcontractors will be required no later than five (5) working days after identifying which proposal is most advantageous to the Clerk.

4.2 The respondent must demonstrate a high level of proficiency and a proven record of services required for this contract.

4.3 The Clerk reserves the right to consent to subcontractors used for the contract, should concerns arise regarding respondent or subcontractor performance, the Clerk will notify the respondent and the respondent will resolve the situation to the Clerk's satisfaction, taking initial action within five (5) working days of notification.

5.0 PROJECT AND TERM

5.1 A detailed budget must be included in the proposal and must include all charges for services and personnel. Services or personnel not itemized will be considered to be at no cost to the Clerk. (See Appendix A)

5.2 The total cost must be presented in the proposal as a firm fixed price per year payable in twelve equal monthly remittances. However, with the replacement of old systems and programs, annual costs may be adjusted downward commensurate with the scope of services needed to maintain all systems.

5.3 The term of the contract shall be from July 1, 2016 to June 30, 2017 with the option to renew for two (2) additional one (1) year periods based on the continued availability of funding and the written mutual agreement of both parties.

5.4 The successful respondent is hereby advised that the Clerk shall not pay interest charges on any overdue or unpaid balance of the contract resulting from this Request for Proposals.

6.0 PROPOSAL REQUIREMENTS

Five (5) copies of the proposal must be submitted.

- 6.2 The respondent must address all provisions and mandatory services specified in this R.F.P. in order for the proposal to be deemed responsive. Alternate strategies or approaches are also encouraged but should be clearly labeled as such.
- 6.3 The proposal should clearly demonstrate the respondent's methodology for implementation of services.
- 6.4 The proposal should specify company names for services not directly provided by respondent personnel. Resumes, for respondent and for other companies to be utilized with references must be included in the proposal.
- 6.5 Proposals must be signed by an individual authorized to bind the respondent to its provisions. The proposal must remain valid for at least ninety (90) calendar days.
- 6.6 After written proposals are evaluated, respondent may be required to give an oral presentation.

7.0 PROPOSAL EVALUATION

- 7.1 The criteria for proposal evaluation will be: Services/systems specifications to be provided. Previous experience in similar operations. Total cost. Experience/resume of respondent and other companies to be utilized. Quality, clarity, and content of response.
- 7.2 The proposals will be evaluated in detail by an evaluation committee.

8.0 MISCELLANEOUS

- 8.1 This Request for Proposals and the accepted proposal will be included as appendices to the negotiated contract. If a discrepancy or conflict arises, the Request for Proposals shall be the prevailing document.
- 8.2 All designs, specifications, notes and other work developed in response to this Request and in the performance of the resulting contract remain the sole property of the Juvenile Court Clerk's Office and Shelby County Government may be used by the Clerk for any other purposes without additional compensation to the respondent. The respondent agrees not to assert any rights and not to establish any claim under the design patent or copyright laws.
- 8.3 The respondent will retain records for no less than three (3) years after final payment under the contract.

X. CONTRACT REQUIREMENTS

The successful Proposers will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

a. General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the provider. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status.
 - (a) Nothing in this Contract shall be deemed to represent that the provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.
 - (b) It is further expressly agreed and understood by Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Consultant's letterhead.
4. Termination Or Abandonment.
 - (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:
 - (i) The Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

- (ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
 - (iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.
 - (b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for Provider's failure to provide the services specified under this Contract.
 - (c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.
 - (d) All work accomplished by Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
 - (e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.
5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.
6. Conflict Of Interest. The Provider covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-provider to the Provider in connection with any work contemplated or performed relative to this Contract.
7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the

Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers. The Provider will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the County.
9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.
10. General Compliance with Laws. (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.
11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
15. No Waiver of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation of Other Documents. (a) Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for the Shelby County Purchasing Department and incorporated herein by reference.
- (b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.
20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.
21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.
22. Waiver of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, Provider understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Consultant due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
23. Organization Status and Authority. (a) Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
- (b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or asset
24. Warranty. Provider warrants to County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.
25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

A. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities for Claims and Liabilities. (a) Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-providers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Provider as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-providers regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance Requirements. Provider will provide evidence of the following insurance coverage:

PROFESSIONAL SERVICES/CONSULTANT PROJECTS LESS THAN \$1,000,000

Minimum Limits of Insurance

Consultant/provider shall maintain coverage with limits of no less than:

1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County shall be names as additional insured. The insurance shall include coverage for the following: a) Premises/Operations b) Explosion, Collapse, & Underground property coverage c) Products/Completed Operations d) Contractual e) Independent Contractors f) Broad Form Property Coverage g) Personal Injury

- 2) *Business Automobile Liability Insurance* -\$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all: a) Owned/Leased Autos b) Non-owned Autos c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* -Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$500,000 per accident.
- 4) *Professional Liability Insurance* -\$1,000,000 per claim/\$3,000,000 annual aggregate. Indicate if coverage is on occurrence basis or claims-made.

All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided.

B. Right to Monitor and Audit

Access to Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI. PROPOSAL SUBMISSION

A. GENERAL

- 1 All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposers has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
- 2 Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 3 Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
- 4 **Hard copy proposals must be received by no later than May 3, 2016, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 900, Memphis, TN 38103.**
- 5 Proposers agree to provide County with any additional information it deems necessary to

accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. PROPOSAL PRESENTATION

1. One (1) original copy (clearly identified as original) and five (5) copies of the proposal are required.
2. The package containing the original must be sealed and marked with the Proposers name and **“RFP #16-004-65, “COMPUTER CONSULTANT SERVICES” with due date and time indicated.**
3. Proposals must be in ink. Erasures and “white-out” are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Consultant’s proposal.

C. PROPOSAL FORMAT

All proposals must follow the format described in this section. Proposal sections and pages shall be numbered in accordance with the Volumes and Sections indicated hereunder. Respondents are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested, without exception. Instructions regarding the required scope and content are provided in this section. The County expects that this document and the response to this document will be referenced in the final contract.

Respondents shall prepare their proposal as two volumes that are to include the following sections at a minimum:

- Volume 1 – Technical and Management Proposal
 - Section A: Introduction and Executive Summary
 - Section B: Company Profile
 - Section C: Organizational Structure and Key Staff Resumes
 - Section D: Experience and Reference Summary (Note the Minimum requirements from II. MINIMUM PROPOSER REQUIREMENTS in this section)
 - Section E: Administrative Contractual Response
 - Section F: Technical Approach and Response
 - Section G: Alternative Technical Proposal
 - Section H: Miscellaneous
- Volume 2 – Price Proposal
 - Section I: Price Proposal (to be separately bound and delivered)

A. Introduction and Executive Summary

An Executive Summary should be prepared describing the major facts or features of the Proposal, including any conclusions, assumptions, and generalized recommendations the Respondent desires to make. The length of the Executive Summary should be brief, no more than two (2) pages.

B. Company Profile

Provide a company profile and the company profile of any subcontractor you will use. The length of each profile submitted should be about one (1) page per firm. Please include the following information:

1. Firm name and business address (include telephone numbers, fax numbers, and email addresses)
2. Year established (include former firm names and year established)
3. Type and ownership and parent company, if any
4. Indication of whether firm is licensed to do business in the State of Tennessee
5. Address and Phone numbers of production facilities where work is to be accomplished. Also include project manager's name, mailing address and telephone number.

C. Organizational Structure and Key Staff Resumes

Describe your firm's organizational structure. Discuss how you anticipate organizing your project team for this project. Provide a listing of key project team members that will be involved. Provide full resumes for the project manager and all other key managerial staff. Resumes are to include technical information about work experience and education. This information is to be provided for prime contractor and any subcontractor staff. Please do not include sample resumes of your company. We will expect that the resumes submitted should accurately reflect the individuals within the project team who will be working on this project. If subcontractors are to be used, the organizational relationships between the proposed staff and between the prime contractor and subcontractor(s) will be stated.

Respondents are to indicate the individuals designated as primary contacts for administrative and for technical issues relating to this proposal, any subsequent contract resulting from this RFP.

D. Experience and Reference Summary

Note the Minimum requirements from II. MINIMUM PROPOSER REQUIREMENTS in this section. Also provide the following information relative to your firm's experience and references. Identify clients for which you have provided similar services as described in this document.

References of the Proposers, including at least three (3) other clients for whom the Proposers has provided services similar to the Services (with preference given to clients comparable to Shelby County Government). Please provide the same information for any subcontractors you expect to use. Include the following information:

1. Contract Name
2. Name and address of client
3. Client contact person (name/position/current phone number)
4. Period of contract
5. Description of services provided
6. Value (Size and Scope) of contract
7. Status and comments

E. Administrative Contractual Response

In the response please cite the question before each answer. Where applicable provide information for each subcontractor. Answers shall be direct and specific.

1. Who will serve at the Contractor's authorized negotiator?

Give name, title, address and telephone number of the Respondent's authorized negotiator. The person cited shall be empowered to make binding commitments for the firm and any or all of its subcontractors.

2. What is the potential impact of current workload on the proposed contract for services?

Cite specifically all major projects that require significant commitments of equipment and staff over the next twelve months.

3. What exceptions are taken to the RFP?
4. Will your firm be able to provide a proposal surety bond and a performance bond, if required by the County?
5. What specific information do you need from the County before commencing contract negotiations?

F. Technical Approach and Response

1. What is the technical plan of operations that is proposed?
 1. Include a sample procedures manual for the items lists above
 2. What detailed schedule of performance is proposed?
 3. Are there any technical or procedural concerns that may influence the request for services?
 4. What technical and production support will you require from the County?

G. Alternative Technical Proposals

Respondents may elect, and are encouraged, to propose alternative technical approaches where it is believed they will provide technical, schedule or cost advantages to the County. The Respondent should cite the applicability of the alternative approaches/procedures to achievement of project objectives and the projected advantages to be gained through their use.

To assure that all proposals will be comparable and any alternatives will be evaluated against a relevant background, each Respondent must provide a full response to the base RFP as written, before any full or partial alternative is proposed.

H. Miscellaneous

Any miscellaneous information should be addressed in this section.

I. Price Proposal

PRICE QUOTATIONS ARE TO BE SUBMITTED ON COST QUOTATION FORMS INCLUDED AS APPENDIX A OF THIS REQUEST FOR PROPOSAL. THE PROPOSAL IS TO BE SEPARATELY BOUND, SUBMITTED SEPARATELY AND LABELED ACCORDINGLY. PLEASE INCLUDE ANY ALTERNATIVE TECHNICAL PROPOSAL PRICING PLAN PRICING IN THIS COLUMN AS WELL.

XII. PROPOSAL EVALUATION AND SELECTION

A. EVALUATION PROCESS

1. Initial Review

All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
- b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.

2. Technical Review

Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Each proposal will be reviewed by a special Committee, which may elect to schedule an interview with one or more of the proposers. After the review process is completed, this committee will recommend the successful proposer to the Purchasing Administrator, who makes the decision, subject to the approval of the contract by the Mayor.

- b. The committee will assess the proposals for this project. Based on the scores, comments, and recommendations of the committee members may select a short list of firms for interviews.
- c. The proposals will be evaluated on the following criteria:
 - Demonstrated understanding of the problems and needs presented by the request.
 - Stability of company and adequacy of staff
 - Qualifications of project personnel and Respondents ability to commit capable staff to support project size
 - Experience and capacity of Respondent; experience with local government agencies will be granted higher weight
 - Soundness of Respondents approach
 - Cost effectiveness and reasonableness of Respondent's proposed fee

3. Oral Presentation.

The Shelby County Government reserves the right to interview, or requires an oral presentation from, any respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit an Proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Shelby County Government reserves the right to consider the Proposer's EOC rating in all evaluations.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposers will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful Proposers fees and scope of work or utilize their own resources for such work.

Appendix A – Pricing

Please initial that your company is qualified, willing and able to provide these services as described:

Shelby County wishes to receive pricing for these individual items that can be purchased separate or in addition to the previous packages. Please fill in the sections below that you are submitting prices for. Place the cost estimate in the correct column for On-shore and Off-shore pricing. Pricing may be provided for only On-shore processing but **NOT** for only Off-shore. On-Shore pricing is listed in the **ON** column and Off-Shore pricing is listed in the **OFF** column. Vendors may submit pricing for individual groups or all deliverables.

SCOPE OF WORK	Estimated Number of Hours (Total Office Hour time estimates should not exceed 1950 hours for a year.)				Cost per hour	Total Cost
	Office Hours		After Hours			
	Primary Staff	Secondary Staff	Primary Staff	Secondary Staff		
3.1. <u>Management Consulting</u>						
3.1.1. Assist Shelby County Information Technology (ITS) in maintaining the Juvenile Court Clerk’s computer systems.						
3.1.2. Coordinate with ITS to support network infrastructure, email, phones, servers, software and hardware, etc. for the Juvenile Court Clerk’s daily operation.						
3.1.3. Provide knowledge transfer to ITS regarding all aspects of the Juvenile Court Clerk’s operations, and network and computer systems.						
3.1.4. Provide technical, management and operative support using Court and Court Clerk staff and State of Tennessee Information System staff.						
3.1.5. Evaluate the managerial, operational recommendations for corrective/remedial action.						
3.1.6. Provide technical assistance to in-house technician.						
3.2. <u>Technical Support</u>						
3.2.1. Maintain, with the goal of eliminating NOVELL from the Juvenile Court Clerk’s system						
3.2.2. Assist ITS in the maintenance of the Microsoft Windows						
3.2.3. Assist in the integration into the						

State of Tennessee WAN.						
3.2.4. Document physical location, software and hardware of LAN, and the scheduled preventive maintenance and update verification.						
3.2.5. Streamline and standardize software and hardware for efficiency and cost effectiveness.						
3.3. <u>Planning</u>						
3.3.1. Assist in the development of plans to transfer support of the Juvenile Court Clerk's computer systems to ITS.						
3.4. <u>Hardware/Software Acquisition</u>						
3.4.1. Assist in the evaluation and selection of computer resources such as computer systems, peripheral equipment and software packages.						
3.4.2. Assist in the evaluation of responses against predetermined evaluation criteria and guide the final acquisition process including installation and implementation.						
3.5. <u>System Design/Programming</u>						
3.5.1. Assist in the usage of a structured methodology for the development and implementation of computerized application systems to include project feasibility, cost/benefit analysis, general and detail systems design, programming, testing and implementation.						
3.5.2. Assist in integrating new applications into a structured system to eliminate multi-entry and duplication of data.						
3.5.3. Include current users of Clerk system in design process.						
3.6. <u>Software Maintenance and Support</u>						
3.6.1. Provide upgrades, maintenance and support for the Juvenile Court Clerk system.						
3.7. <u>Training</u>						
3.7.1. Provide training for end users on various select and custom developed programs as needed.						
3.7.2. Provide training for ITS staff on various select and custom developed programs as needed.						